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PART IV

Advertisements and Notices by Private Individuals and Corporations

MINISTRY OF LABOUR AND EMPLOYMENT

Employees' State Insurance Corporation

NOTIFICATIONS

New Delhi, the 16th December 1957

No. 2-1/63/57(M)—In pursuance of the resolution passed by the Employees' State Insurance Corporation at its meeting held on the 25th April 1951, conferring upon me the powers of the Corporation under Regulation 105 of the Employees' State Insurance (General) Regulations, 1950, I hereby authorise the Medical Referees Calcutta to function as the medical authority in the State of Bihar for the purposes of examination of the insured persons and grant of further certificate to them where the correctness of the original certificate is in doubt.

The 19th December 1957

No. 29-(4)/3/57-Estt—In pursuance of Section 25 of the Employees' State Insurance Act, 1948 (XXXIV of 1948) as read with Regulation 10 of the Employees' State Insurance (General) Regulations, 1950, and in supersession of the Corporation's Notification No. Adm.I/(14)-2/55, dated the 10th August 1955, the Chairman, Employees' State Insurance Corporation is pleased to constitute the Regional Board, Kanpur Region, so as to consist of the following members, namely:—

Chairman

Under Regulation 10(1)(a)

1. The Minister for Labour, State of Uttar Pradesh, *ex-officio*.

Vice-Chairman

Under Regulation 10(1)(b)

2. The Deputy Minister for Health, State of Uttar Pradesh, *ex-officio*.

Members

Under Regulation 10(1)(c)

3. Shri O. N. Misra, I.A.S., Labour Commissioner, Uttar Pradesh, Kanpur.

Under Regulation 10(1)(d)

4. The Director of Medical and Health Services, Uttar Pradesh, Lucknow, *ex-officio*.

Under Regulation 10(1)(e)

5. Shri Prabhakar Tripathi, 11/365, Souterganj, Kanpur.
6. Shri M. L. Bagla, Swadeshi Cotton Mills Co. Ltd., Kanpur.

Under Regulation 10(1)(f)

7. Shri K. N. Modi, C/o Modi Spinning and Weaving Mills, Ltd., Modinagar (Meerut), *ex-officio*.
8. Shri Kashinath Pandey, M.P., President, Indian National Trade Union Congress, Uttar Pradesh Branch, Shahnshah Manzil, Baroodkhana, Golaganj, Lucknow, *ex-officio*.
9. Shri Gopinath Singh, M.P., 11/364, Gwaltoli, Kanpur, *ex-officio*.

V. M. ALBUQUERQUE
Director General

Madras 4, the 12th December 1957

Corrigendum to Notification No. MR/CO-3(13)/57, dated 9th September 1957 published in the issue dated 21st September 1957 of Part IV of the Gazette of India

Read "Madura Mills Co., Ltd.," for "Madura Mill Co.," appearing after "Mr. J. J. Grant, Manager" below "Under Regulation 10-A(1)(d)".

V. R. NATESAN
Regional Director

LOST

The Government Promissory Note No. BY 666711 of the 3½ per cent, National Plan Loan 1964 for Rs. 25,000 originally standing in the name of the Reserve Bank of India and last endorsed to Dattatraya Ramkrishna Dalal (Minor,) (Through mother and natural guardian Smt. Padmawatibai, W/o Ramkrishna Dalal), the proprietor(s), by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the Advertiser—Padmanwatibai W/o Ramkrishna Dalal.

Residence—Buldana (Bombay State).

LOST

The Government Promissory Note No. BY077040 of the 3½ per cent., National plan loan 1964 for Rs. 1000 originally standing in the name of the Reserve Bank of India and last endorsed to the Collector of Central Excise, Nagpur, the proprietor, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of Duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser—The Collector of Central Excise, Nagpur.

LOST

The Government Promissory Note No. MS 011710 of the 3 per cent Conversion loan of 1946 for Rs. 200.00 originally standing in the name of Reserve Bank of India and last endorsed to the Correspondent, Sri Ramakrishna Mission Sarada Vidyalaya Girls' High School, Thyagarayanagar by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Madras and that application is about to be made for the issue of duplicate in favour of the proprietor. The public

are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Name of the advertiser—The Correspondent, Sri Ramakrishna Mission Sarada Vidyalaya, Girls' High School.

Residence—No. 27, Usman Road, T. Nagar, Madras 17

CHANGE OF NAME

I, Chaman Lal Khatri, son of Shri Ram Saran have changed my name as Chaman Lal Sawhney and in future I may be known as Chaman Lal Sawhney.

LOST

The Government Promissory Note No. CA027464 of the 3 per cent loan of 1970—75 for Rs. 500 originally standing in the name of Reserve Bank of India and last endorsed to Baijnath Agarwalla the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Signature of Advertiser—Baijnath Agarwalla.

Residence—3, Goenka Lane, Calcutta 7.

LOST

The Government Promissory Note No. CA027571 of the 3 per cent loan of Rs. 1970—75 for Rs. 1,700 originally standing in the name of Reserve Bank of India and last endorsed to Baijnath Bhiwaniwalla the proprietor by whom it was never endorsed to any other person, having been lost, notice is hereby given that payment of the above note and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicate in favour of the proprietor. The public are cautioned against purchasing or otherwise dealing with the above-mentioned security.

Signature of the Advertiser—Baijnath Bhiwaniwalla.

Residence—3, Goenka Lane, Calcutta 7.

LOST, STOLEN OR DESTROYED

(As the case may be)

The Government Promissory Note No. DHO13889 of the 3 per cent loan of 1970—1975 for Rs. 500 (Five hundred only) originally standing in the name of Memo Bai and last endorsed to the proprietor(s), by whom it was/they were never endorsed to any other person, having been lost, notice is hereby given that the payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Delhi and that application is about to be made for the issue of duplicate(s)/for payment of the discharge value in favour of the proprietor(s). The public are cautioned against purchasing or otherwise dealing with the above mentioned security(ies).

Name of the Advertiser—Memo Bai.

Residence—14, Madhav Bhawan, Deodhar Rd., Malunga, Bombay 19.

LOST, STOLEN OR DESTROYED

(As the Case may be)

The Government Promissory Notes Nos. CAO 52300 and CA 145795 of the 3 per cent loan of 1970—75 and Con 1946 respectively for Rs. 500 each originally standing in the name of Royson and Co., Cooch Behar and last addressed to none, the proprietors by whom they were never endorsed to any other person, having been lost, stolen or destroyed, notice is hereby given that payment of the above notes and the interest thereupon have been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicates in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned securities.

For ROYSON & CO.

Signature of the Advertiser—Santosh Kumar Roy, Proprietor.

Residence—Cooch Behar.

BURNT

The Government Promissory Notes Nos. DH007142/43 of the 3½ per cent National Plan Loan 1946 for Rs. 1,000 each originally standing in the name of Reserve Bank of India and last endorsed to Amar Das the proprietor by whom they were never endorsed to any other person, having been destroyed, notice is hereby given that the payment of the above note(s) and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, New Delhi, and that application is about to be made for the issue of duplicate(s) in favour of the proprietor. The Public are cautioned against purchasing or otherwise dealing with the above mentioned Securities.

Name of the Advertiser—Amar Das Chela Mahant Harnam Dass.

Residence—Jagraon, Distt. Ludhiana, Punjab.

CHANGE OF NAME

B. V. PURNACHANDRA SASTRY, Clerk, D.C.S.'s Office, S.E. Rly, Nagpur will be hereafter called as B. V. PURNACHANDRAN.

CHANGE OF NAME

I, M. Vadivelu (Old name) Khalasi, L.42, Saw Mill Shop, Carriage Works, Southern Railway, Perambur, Madras 23, having changed my name in to M. Lazarus shall hereafter be called and identified by the said name of M. Lazarus."

CHANGE OF NAME

The name of Shri L. Nagendram (Son of Shri Loya-Raghavaiah), Assistant Inspector of Works, Southern Railway, Erode Jn. has been changed to Shri L. Nagendra Rao and he shall, hereafter, be called, known and distinguished by the new name.

CHANGE OF NAME

By virtue of the deed executed, Sri Kalo Charan Das, S/o late Hiru Lal Das, of Vill. Naoda, P. S. Shyampur, Dt. Howrah, now working as Postman, Bhadrakali, P.O. Dt. Hooghly, henceforth desires to be known as Sri Kali Charan Das.

CHANGE OF NAME

Shri GANGADHAR BABURAO ALKUTKAR, Ticket Collector, Central Railway, Lonavla, wishes to be known as MUKUND DATTATRAYA SHALU.

CHANGE OF NAME

Approval is hereby accorded for the following change of name:—

FROM "Parameswaraiyer VENKATACHALAM"

To "Parameswaraiyer Venkatachalam IYER".

CHANGE OF NAME

Shree Balkrishana Mahadeo SHEVTE has changed his name as BALKRISHANA MAHADEO CHANGAL. The person referred to above is the resident of House No. 1164 Bhawani Peth, Poona City.

CHANGE OF NAME

It is hereby notified that the undersigned Shri Harilal Ravjibhai Yadav, Upper Division Clerk, Overseas Communications Service, Head Office, Bombay has changed his name and hereafter be called as Harish Ravjibhai Yadav.

H. R. YADAV

CHANGE OF NAME

I, Panchap Kesan Iyer, I.A. & A.S., Assistant Accountant General, Madhya Pradesh, have changed my name to S. Panchapakesan as per deed signed on 11th November 1957.

CHANGE OF NAME

"Jagannath Ram, son of Sri Sadhu Ram, Village and P.O. Karisath, P. S. Arrah Mofussil, Distt. Shahabad (Arrah) and serving as Augwallah under Loco Foreman, E. Railway, Sitarampur, declares that his name has erroneously been entered as "Jagannath Prasad" in official records and desires to correct the same. Any body having any objection in this matter is requested to lodge his valid complaints to the Divisional Superintendent, E. Rly. Asansol within a month from date. Otherwise his name will be corrected.

NOTICE

Take notice that at the Annual General Meeting of the Company held at the Registered Office of the Company on the 23rd day of September 1957, the following Special Resolution was passed:

"Resolved that the Company be wound up voluntarily and that (i) Mr. Sorab K. Khan and (ii) Mr. Bansilal G. Shah, be appointed liquidators of the Company on a remuneration of Rs. 250/- each."

For the Standard Bobbins Private Ltd.

B. G. SHAH

Director

119, Bhawanishanker Road
Dadar, Bombay 28

NOTICE

In the matter of the Companies Act, 1956 and of the Standard Bobbins Private Ltd.

Take notice that by a Special Resolution passed in the General Meeting of the above named Company on 23rd day of September 1957 in the matter of the voluntary winding up of the said Company, I, the undersigned, was appointed liquidator of the said Company.

BANSILAL G. SHAH

C/o The Standard Bobbins Private Ltd.

(In Voluntary Liquidation)

119, Bhawanishanker Road
Dadar, Bombay 28

NOTICE

In the matter of the Companies Act, 1956 and the Standard Bobbins Private Ltd.

Take notice that by a Special Resolution passed in the General Meeting of the above named Company on 23rd day of September 1957 in the matter of the voluntary winding up of the said Company, I, the undersigned, was appointed liquidator of the said Company.

SORAB K. KHAN

C/o The Standard Bobbins Private Ltd.

(In Voluntary Liquidation)

119, Bhawanishanker Road
Dadar, Bombay 28

NOTICE

In the matter of the Companies Act, 1956 and of Cebie Private Limited (in Vol. Liquidation)

Bombay, the 18th November 1957

Notice is hereby given that a General Meeting of the above Company will be held on 22nd February 1958 at 3-30 P.M. in the Office of Messrs. Mulla & Mulla and Craigie Blunt & Caroe, Jehangir Wadia Building, 51, Mahatma Gandhi Road, Fort, Bombay for the purpose of:—

Laying before the meeting an account of the winding up, showing how the winding up has been conducted and the property of the Company has been disposed of, and giving any explanation thereof as required under Section 497 of the Companies Act, 1956.

J. P. THACKER

Cebie Private Limited
(In Vol. Liquidation)

NOTICE

Estate: Seth David Seth Nahapiet, Deceased

Pursuant to Section 360 of Act XXXIX of 1925, all persons having claims against the estate of the deceased abovenamed, late of 6 Wood Street, Calcutta, who died at Calcutta on the 29th day of April 1956, and Probate of whose Will granted by the High Court, Calcutta, on the 30th day of August 1957, to the Chartered Bank, Calcutta, the Sole Executor named in the said Will, are hereby required to submit particulars of their claims to the said Executor on or before the 31st January, 1958, after which date the Executor will distribute the assets of the estate having regard only to the claims of which notice shall then have been received.

Dated the 28th October 1957.

ORR, DIGNAM & CO.

Solicitors to the Executor
29, Netaji Subhas Road, Calcutta

NOTICE

In the matter of the Companies Act, 1956, and in the matter of Muniyals Private Ltd.

SPECIAL RESOLUTION

New Delhi, the 19th December 1957

Resolved that the company be wound up voluntarily and that Shri R. S. Dutt be appointed as its Hony. Liquidator.

R. S. DUTT

13/10, Rajendra Nagar
New Delhi 5

THE SAURASHTRA OIL AND OIL SEEDS ASSOCIATION LTD.

NOTICE

Rajkot, the 28th October 1957

Notice by the Board of Directors of the Saurashtra Oil and Oil Seeds Association Ltd., Commercial Chamber, Rajkot.

Pursuant to Section 11 of the Forward Contracts (Regulation) Act, 1952, and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

Notice is hereby given to all concerned that the Board of Directors has at its meeting held at the registered premises of the said Association, on 12th October 1957 approved the following amendments. Objections or suggestions, if any, to the said proposed amendments received by the Secretary of the Association within 15 days from the date of publication of this Notice, will be considered by the Board of Directors of the Association. A copy of the said objections or suggestions, if any, should also be forwarded to the Secretary, Forward Markets Commission, Government of India, 100, Marine Drive, Bombay 2.

1. In Bye-law 1(7), add the word "by" after the words "appointed by the Board or".

2. For Bye-law 1(12), the following Bye-law shall be substituted, namely; "1(12). "Settlement Day" means the day fixed by the Board or by the Local Committee for members to submit their balance sheets, vouchers and oliyas and on which the members according to their balance sheets and oliyas have to pay the amounts due in the prescribed Bank to the Clearing House Account."

3. Delete Bye-law 1(13).

4. For Bye-law 1(16), the following Bye-law shall be substituted, namely; "1(16). "Due Date Rate" means the rate fixed for the Due Date by the Board or by the Local Committee of each ring".

5. After Bye-law 1(19), the following Bye-law shall be added, namely; "1(19)(a). "F.O.R. Despatching Station or Bilti Cut terms" means the terms under which the goods against contract are delivered at seller's place by preparing Railway Receipts, Bills of Lading or other documents, if any."

6. Delete Bye-law 1(20).

7. In Bye-law 1(21), substitute the word "eleven" for the word "seven".

8. For Bye-law 1(23), the following Bye-law shall be substituted, namely; "1(23). Hedge Contract means a Forward Contract described in bye-law 83."

9. In Bye-laws 1(40) and 1(41), substitute the word "or" for the word "and" after the word "oilseeds" and the word kernels".

10. For Bye-law 1(42), the following Bye-law shall be substituted, namely; "1(42). "Ring" means a centre for trade, working under the auspices of this Association either in groundnut oil or groundnut kernels or both as may be approved by the Forward Markets Commission from time to time."

11. After Bye-law 1(44), the following Bye-law shall be added, namely; "1(44)(a). "Oliya" means maximum balance of business of sale or purchase of a commodity of hedge future trade carried out in the commodities in the Association or at any of the rings.

Note—When hedge future trade runs concurrently for two contract periods of delivery, Oliya will mean maximum balance of sales or purchases of a commodity of hedge future trade for both the contracts i.e. if in both the contracts the transactions are of purchases or of sales, the purchases or the sales shall be totalled up, and the total shall be the Oliya, and if in one contract, the transactions are of purchases and in another contract of sales, the difference shall be the Oliya."

12. In Bye-law 2, the words "having a place of business in Saurashtra and" shall be deleted.

13. In Bye-law 3, for the word "Board", the word "President" shall be substituted.

14. For Bye-law 4, the following Bye-law shall be substituted, namely; "4. After the expiration of seven days and after considering objections, if any, received as mentioned in Bye-law 3, the candidate shall be balloted for by the Board. The candidate shall not be declared elected unless at least 9 Directors have voted and at least 2/3rds of the votes are in favour of his election. A fresh application for membership from the candidate who has been rejected shall not be accepted within a period of 6 months from the date of rejection."

15. In Bye-law 5, for the words "of Rs. 151 per Samvat Year.", the words "per each year" shall be substituted.

16. In Bye-law 6A, for the words "exporters, shippers, merchants, brokers, commission agents, holders, investors, growers, crushers, producers etc.", the words "growers, crushers (including processors), merchants, commission agents or shippers," shall be substituted.

17. In Bye-law 25, after the words "holiday the date", the words "of the working day" shall be added.

18. For Bye-law 26, the following Bye-law shall be substituted, namely; "26. Transactions in "Ready" goods in the case of Groundnut Kernels shall be on the basis of the fair average quality of the season unless otherwise agreed to in writing. In the case of Groundnut Oil, Oil shall be of the fair average quality of the current and preceding year. In giving delivery, the seller has to approach the buyer for gunny bags and to weigh the goods by using twine."

19. In Bye-laws 28 and 29, for the word "seven", the word "eleven" shall be substituted.

20. For Bye-law 32, the following Bye-law shall be substituted, namely; "32. If the buyer fails to take delivery of the contract goods before the last date as mentioned in Bye-law 28, the seller shall apply to the Office of the Ring concerned regarding the failure on the part of the buyer to take delivery of the goods. If the seller fails to give delivery of the goods, the buyer shall apply to the Office of the Ring concerned regarding the failure of the seller to give delivery of the goods. Such application either by the seller or the buyer shall be made so as to reach the Office of the Ring concerned not later than one working day after the expiry of the last day mentioned in Bye-law 28 accompanied by a fee of Rs. 11 and if such application is received after the above period, the application shall be considered only on payment of an additional fee of Rs. 25. An application received 15 days after the default shall not be entertained by the Local Committee. The Local Committee shall decide such application as early as possible and the decision of the Local Committee shall be final and binding on the parties."

21. In Bye-law 33, for the word "etc.", the words "and Kadada" shall be substituted, and the word "giving" shall be added after the words "payment for or".

22. Bye-law 35 shall be deleted.

23. In Bye-law 36, the words "Full payment must be made for the goods delivered and no deduction whatsoever can be made on any other account between the buyer and the seller," shall be deleted.

24. After Bye-law 36, the following Bye-law shall be added, namely; "36A. The parties may make any special stipulations as to refraction, quality, bagging, kadada etc. If no such stipulations are made, refraction, quality, bagging, kadada etc., shall be in accordance with those shown in the Bye-laws and the Contracts relating to hedge contracts."

25. Chapter VII relating to Bazar Dhara Terms for Ready Transactions and containing Bye-laws 37 and 38 shall be deleted.

26. Chapter VIII relating to Delivery Contracts beginning from Bye-law 39 and ending with Bye-law 72 shall be deleted.

27. Bye-law 74 shall be deleted.

28. In Bye-law 75(a), after the word "representatives", the words "or entered by the registered brokers" shall be added.

29. In Bye-law 75(b), the words "Before entering into such contracts members should however obtain a statement in writing from their constituents that he is not a partner in any member firm. Non-compliance with this requirement shall not render the contract void or illegal but shall render the member liable to action under the Bye-laws," shall be deleted.

30. For Bye-law 76, the following Bye-law shall be substituted, namely; "76. A member acting in any transaction on behalf of a party or parties whether he or they are members or non-members shall be deemed to be a principal and be responsible as such principal."

31. In Bye-law 80, after the words "the Bye-laws", the words "whether made through ring office or direct between members" shall be added; and the words "Local Committee" shall be substituted for the word "Board" occurring after the words "authority of the" and "purpose by the"; and for the word "two", the word "three" shall be substituted.

32. In Bye-law 81, the words "Local Committee" shall be substituted for the word "Board" wherever it occurs.

33. In Bye-law 83(A)(c), after the word "types", the words "and of the crop of the current year of the contract period of delivery" shall be added.

34. In Bye-law 83(A)(g), after the word and figures "560 lbs.", the words "of Groundnut Kernels excluding the weight of the bags." shall be added.

35. For Bye-law 83(B)(a), the following Bye-law shall be substituted, namely; "83(B)(a). Groundnut Oil in white kerosene tins or in new white tins of the factory with the label (i.e. Tigdi) of the merchant or mill, filtered and weighing 37 seers and 15 tolas including the tin, shall be the basis of the contract. Oil of the current and the immediately preceding year shall be tenderable in delivery."

36. For Bye-law 83(B)(b), the following Bye-law shall be substituted, namely; "83(B)(b). Tins with either one or two labels (i.e. Tigdis) shall be tenderable in delivery. One label shall be of the size not exceeding 2½" diameter and the other shall be of the size not exceeding 1" diameter. Only tins shall not be tenderable in delivery."

37. In Bye-law 83(B)(c), after the word "weighing", the words "not less than" shall be added.

38. For Bye-law 84, the following Bye-law shall be substituted, namely; "84. Hedge trading in a new delivery shall commence (1) in the month of Shravan for Poush delivery, (2) in the month of Magshar for Chaitra delivery, (3) in the month of Falgun for Ashad delivery, and (4) in the month of Jeth for Bhadrapad delivery. The Board shall fix the date from which such trading will commence. In case the Board decide to permit hedge trading in the period otherwise than what is mentioned above, it shall do so in consultation with the Forward Markets Commission."

39. In Bye-law 87, after the word "Board", the words "or the Local Committee of the ring concerned" shall be added.

40. In Bye-law 94(b), for the words "three days", the words "one day" shall be substituted.

41. In Bye-law 96, in Clauses (k) & (l), the words "Chairman of the Local Committee" shall be substituted for the word "President" wherever it occurs.

41a. Bye-law 98 shall be omitted.

42. In Bye-law 100, for Clauses (b) & (c), the following Clauses shall be substituted, namely; "(b). The Board may, from time to time, by a resolution passed by itself and concurred in by the Forward Markets Commission make such variations as may be necessary or desirable in respect of the marginal quantities as well as the system/payment and/or amount of margin payable in respect of all transactions in hedge contracts.

(c) The Forward Markets Commission may exercise the powers specified in clause (b) above, if, in the opinion of the Commission, it is expedient in the interest of trade or in public interest so to do."

43. After Bye-law 100, the following Bye-law shall be added, namely: "100(A) (1) The Board may in consultation with the Forward Markets Commission, fix limit or limits to the daily volume of trade of the members in respect of hedge contracts for any delivery or deliveries.

(2) The Forward Markets Commission may exercise the powers specified in clause (1) above, if, in the opinion of the Commission it is expedient in the interest of trade or in public interest so to do."

44. For Bye-law 101 the following Bye-law shall be substituted, namely; "101. If any member has his business in excess of limits fixed, he shall be liable for fine if such a member is asked to bring his business within limits by the Board or by the Local Committee he shall be obliged to do so within a stipulated time. If any member makes any default in this regard, his business may be closed by the Board or by the Local Committee.

Groundnut Oil—For excess business, the fine shall be Rs. 0.50 per 100 tins.

Groundnut Kernels—For excess business, the fine shall be Rs. 3.00 per 100 candies."

45. In Bye-law 102, for the words "Board of Directors", the words "Local Committee" shall be substituted.

46. For Bye-law 105, the following Bye-law shall be substituted, namely; "105. Members will be entitled to demand oliyas of other members, but no oliya of the business of the day on which the demand has been made shall be required to be submitted. The members whose oliyas have been demanded shall have to give the oliyas of their business upto the last working day."

47. After Bye-law 105, the following Bye-law shall be added namely; "105(a). If after investigation it is found that the complaining member is wrong, he shall be fined by the Local Committee concerned upto Rs. 100."

48. In Bye-law 107, for the words "Local Committee", the words "Ring Office" shall be substituted.

49. Bye-law 112 shall be omitted.

50. For Bye-law 120, the following Bye-law shall be substituted, namely; "120. The survey in respect of goods delivered in up-country centres in the case of Groundnut Oil shall be made at the centre of delivery as prescribed in the contract.

The survey in respect of goods delivered in up-country centres in the case of Groundnut Kernels shall be made at the centre of delivery or at the ring centre as the Surveyors think it desirable."

51. In Bye-law 122, for the word "or", the word "of" shall be substituted.

52. In Bye-law 123, after the words "order only", the words "and from a godown or a place having a roof over it" shall be added.

53. After Bye-law 125, the following Bye-law shall be added, namely; "125(A). If the seller does not issue delivery order for the fulfilment of outstanding sale transactions by Vadi 8th of the delivery month in case of Groundnut Oil or by Vadi 13th of the delivery month in case of Groundnut Kernels, he shall have to pay to the buyer the penalty for failure to tender goods at the rate of Rs. 0.75 per tin of Groundnut Oil or at rate of Rs. 5 per candy of Groundnut Kernels, in addition to the differences between the rate of the previous clearing or the rate of the contract, whichever is applicable and the due date rate.

125(B). If the seller has issued delivery order without the full quantity of the goods to be tendered against the sale and the seller or his muccadam or his agent does not give delivery of the goods then the buyer or his muccadam or his agent shall apply in writing within 24 hours to the office of the concerned ring of the Association regarding the same. On receipt of such application the Officer of the Association accompanied by the last buyer or his representative shall go and inquire whether the goods against the delivery order in question are lying with the first seller or his muccadam or his agent. At the time of such inquiry the seller or his representative or his muccadam or his agent who may be present shall have to point out the goods. Previous intimation for such inquiry shall be given to the seller or his muccadam or his agent. The Officer shall go for such inquiry between the hours of 11 A.M. and 5 P.M. On the Officer being satisfied that the seller has not sufficient goods to tender against the delivery order in question, he will give a certificate to the buyer to that effect. The seller shall pay to the buyer for such insufficient goods the difference between the rate of the delivery order and the closing rate on the day (and if this day be the due date, the difference shall be paid between the rate of the delivery order and the rate of the due date, but if this day happens to be any day after the due date, the difference shall be paid between the rate of the delivery order and either the rate of the due date or the spot market rate prevailing on that day whichever is higher) and also pay double the penalty i.e. Rs. 1.50 per tin of Groundnut Oil or Rs. 10 per candy of Groundnut Kernels."

54. Bye-law 126 shall be omitted.

55. For Bye-law 127, the following Bye-law shall be substituted, namely; "127. At any time during weighment of goods the buyer, without using a bamboo, shall be entitled to select and shall keep separate one bag out of every 10 bags, and refraction and quality allowance will be ascertained on the basis of the samples of the goods contained in such separated bag."

56. In Bye-law 128(h), for the word "or", the words "after receiving the recommendation of" shall be substituted.

57. For Bye-law 128(h), the following Bye-law shall be substituted, namely; "128(h). The survey in respect of goods delivered in up-country centres in the case of Groundnut Oil shall be made at the centre of delivery as prescribed in the contract.

The survey in respect of goods delivered in up-country centres in the case of Groundnut Kernels shall be made at the centre of delivery or at the ring centre as the Surveyors think it desirable."

58. In Bye-law 130(b), after the words "shall inform", the words "Ring Office of" shall be added, and for the word "President", the words "Chairman of the Local Committee" shall be substituted.

59. In Bye-law 132, the word "Ring" shall be added before the word "office" wherever it occurs.

60. In Bye-law 133, the words "the President or" shall be deleted.

61. In Bye-law 134, the word "Ring" shall be added before the word "office" and the words "the President or" as well as the words "as the case may be" shall be deleted.

62. Bye-law 135 shall be omitted.

63. In Bye-law 140, the word "Ring" shall be added before the words "office of the Association" and the words "or the ring" shall be deleted.

64. Bye-law 141 shall be omitted.

65. In Bye-law 143, the word "Ring" shall be added before the words "Office of the Association" and the words "or the ring" shall be deleted.

66. In Bye-law 147, the word "joint" shall be deleted and for the words "before the due date", the words "if the due date has expired the seller shall settle the accounts at the due date rate plus penalty prescribed purpose" shall be substituted.

67. After Bye-law 147, the following Bye-law shall be added, namely; "147A. The seller shall pay to the buyer on account of the rejected and unreplaced goods, the differences between the rate of delivery order and the rate either of the due date or the rate prevailing on the day of rejection whichever is higher as fixed by the Board or by the Local Committee under the bye-law and shall also pay the penalty upto Rs. 5 per candy of Groundnut Kernels or upto Rs. 0.75 per tin of Groundnut Oil as fixed by the Local Committee. The seller shall not, however, be entitled to receive from the buyer the difference between the rate of delivery order and the rate on the day of rejection or the due date as mentioned above if the sale is in seller's favour but he shall have to pay the buyer the whole penalty and expenses."

68. In Bye-law 152(a), after the word "Board", the words "or the Local Committee" shall be added.

69. In Bye-law 152(b), the word "Special" shall be deleted.

70. In Bye-law 153(a), after the words "Local Committee", the words "and approved by the Board" shall be added.

71. In Bye-law 153(f), the words "such as brokerage, penalty etc." shall be deleted and after the words "such mutual settlement", the words "Mutual settlement shall not permitted for hedge contracts." shall be added.

72. In Bye-law 153(g), for the figure and letters "3 p.m.", the words "the closing hours" shall be substituted and the words "The market shall ordinarily be closed at 3 p.m. on Clearing days but the Board and the Local Committees shall have power to keep the market open on such days after fixing the Clearing rates." shall be deleted.

73. In Bye-law 153(i), for the word "third", the word "second" shall be substituted.

74. In Bye-law 153(m), for the word "shall", the word "should" shall be substituted.

75. In Bye-law 153(n), for the word "Board", the words "Local Committee" shall be substituted.

76. Bye-law 153(o) shall be omitted.

77. In Bye-law 153(p), for the last two sentences beginning with the words "Members whose balance sheets" and ending with the word "practicable", the following words shall be substituted, namely; "Members whose balance sheets show a debit balance shall together with the balance sheets and vouchers, if any, send to the Clearing House a cheque of the amount due from them payable to the "Clearing House Settlement Account" maintained by the Association with the Clearing Bank."

78. For Bye-law 153(q), The following Bye-law shall be substituted, namely; "153(q). The Clearing House Committee at Dhoraji, Jamnagar and Rajkot Rings shall arrange after verification to send the balance sheets of all the members together with the vouchers and cheques to the Clearing Bank for crediting the amounts to the Clearing House Account together with the advices to the bank to pay off the members to whom the amounts are due and debit the amounts to the Clearing House Account. The Clearing Bank shall send to the members credit advices of the amounts credited to their accounts."

At Bhavnagar and Veraval Rings, the Clearing Banks shall receive balance sheets of all the members directly from the members together with the vouchers and cheques for crediting the amounts to the Clearing House Account together with the advices to the bank to pay off the members to whom the amounts are due and debit the amounts to the Clearing House Committee. The Clearing Bank shall send to the members credit advices of the amounts credited to their accounts."

79. In Bye-law 153(r), the words "inward payment dates" shall be deleted.

80. In Bye-law 153(t), after the word "or", the word "by" shall be added, and for the figures "50/-" occurring after the words "appeal fee of Rs. ", the figure "25/-" shall be substituted, and after the figures "50/-" occurring after the words "of a fee of Rs. ", the words "The rights of appeal can be exercised within 24 hours of the decision of the Clearing House Committee or of the Local Committee as the case may be."

81. In Bye-law 153(u), for the figure "50/-", the figure "15/-" shall be substituted.

82. Bye-law 153(v)A. (1)(b) shall be omitted.

83. For Bye-law 153(v)A. (2), the following Bye-law shall be substituted, namely; "153(v)A. (2) on each working day following the day when margin becomes due pay, through the ring office concerned into the Margin Settlement Account of the Association with the banks nominated for the purpose, such sum as shall cover the margin shown as payable under the statement or statements submitted by him under clause (1) hereof."

84. Bye-law 153(v)B. (1) (b) shall be deleted.

85. For Bye-law 153(v)B. (2) the following Bye-law shall be substituted namely; "153(v)B. (2). on each working day following the day when margin becomes due pay through the ring office concerned into the Margin Settlement Account of the Association with the banks nominated for the purpose, such sum as shall cover the margin shown as payable under the statement or statements submitted by him under clause (1) hereof."

86. In Bye-law 153(v)B. (3). after the word "Board", the words "or the Local Committee if the Board shall have delegated power to it as they are hereby authorised so to do, shall be added, and for the words "with a lien thereon", the words "which shall recover its dues as well as the dues of any brokers and the balance shall be utilised" shall be substituted.

87. In Bye-law 153(v)C., for the words "President thereof", the words "Chairman of the Local Committee concerned" shall be substituted.

88. In Bye-law 153(x)(ii), after the word "Board", the word "or the Local Committee" shall be added.

89. In Bye-law 153(y), after the word "Board", the words "or the Local Committee" shall be added.

90. Bye-laws 156, 157, 158, 159, 160 and 161 shall be omitted.

91. For Bye-law 162, the following Bye-law shall be substituted, namely; "162. The Local Committee and/or the Board shall submit regularly such information and in such manner as may be required by the Forward Markets Commission from time to time."

92. In Bye-law 163, before the word "after", the words at any of the rings" shall be added, and

The following note shall be added below Bye-law 163, namely; "NOTE:—This difference shall be calculated between the prevailing rates and the rates as at the preceding weekly settlement, or the last special clearing rates if there has been any special clearing/s after the weekly settlement or, when there has been no weekly settlement or special clearing, the opening rate of the contract. The special clearing shall be effected at the rates showing the differences mentioned above."

Whenever two contracts run concurrently and the rate of either of the two contracts has touched the rate where it would be necessary to declare a special clearing under Bye-laws 163 and 164, a special clearing with respect to both contracts shall be declared and the rate ruling in

respect of the other contract at that moment shall be declared as a settlement rate with respect to that other contract, notwithstanding that such a rate has not touched the rate where a special clearing would be necessary for that contract and that clearing in respect of both contracts shall be effected at such rates as though they were special clearings."

93. For Bye-law 163, the following Bye-law shall be substituted, namely; "165. No special clearing shall be announced on a trading day at any time within one hour of the official closing or on Saturdays or if Saturday is a non-trading day then on the preceding trading day or during the period between Dhanterash to New Year's Day (Kartik Sudi Ekam)."

94. For Bye-law 166, the following Bye-law shall be substituted, namely; "166. If at the time of official opening hour of the market, the rates are subject to a special clearing shall be announced."

95. For Bye-law 167, the following Bye-law shall be substituted, namely; "167. If there are two consecutive special clearing on either side, no third special clearing on the same side shall be announced till the payment under the first special clearing is settled. Also no business shall be transacted even by making a cash payment at, above or below the rate at which a third special clearing on the same side would become due. If two special clearings have been announced on a Friday on either side, no third special clearing shall be announced on Saturday and no business shall be transacted even by making a cash payment at, above or below the rate at which a third special clearing on the same side would become due. The weekly settlement rate shall also be not above or below the rate at which the third special clearing on the same side would become due."

97. Bye-law 168-A shall be omitted.

97. In Bye-law 170, for the word "and", the word "or" shall be substituted and after the words "broken of the Association" the words "and possessing and badge or a valid permit" shall be added.

98. For Bye-law 171, the following Bye-law shall be substituted, namely, "171. Every member shall upon making a written application to the Secretary or the Assistant Secretary in the prescribed form be entitled to three badges on payment of a fee of Rs. 3/- for each badge. If a member requires more than three but not exceeding five badges the Local Committee may, in their discretion, give the same on payment of Rs. 5/- each for each additional badge. In exceptional cases the Local Committee may with the previous sanction of the Board cause not more than ten badges to be issued to a member, subject to the payment of Rs. 10/- each for each additional badge exceeding five."

99. For Bye-law 172, the following Bye-law shall be substituted namely; "172 Such badges, shall be issued in the name of a broker or a member or his representative or clerks and shall entitle the broker or the member or the person nominated by the member to use the Trading Ring, the broker or the person using the trading ring being called a Ring Trader."

100. For Bye-law 183, the following Bye-law shall be substituted, namely; "183. The members of the Association may do their business either direct or through the brokers registered at the ring centres of the Association."

(a) The number of brokers in each ring shall be fixed from time to time by the Board on the recommendation of the Local Committees.

(b) Each broker shall have to pay an admission fee of Rs. 251/- provided that in case any ring is closed at the expiry of the first year, two-third of the admission fee shall be refunded to the brokers of the ring concerned and if the ring is closed at the expiry of the second year, one-third of the admission fee shall be refunded."

101. In Bye-law 187, for the word "Board", the words "Local Committee" shall be substituted.

102. In Bye-law 188, for the word "Board", the words "Local Committee" shall be substituted.

103. In Bye-law 189, for the word "Board", the words "Local Committee" shall be substituted.

104. In Bye-law 191, after the words "of this Association", the words "not shall he do any business in the ring on his own account directly or indirectly" shall be added.

105. In Bye-law 194, after the word "comparing", the words "for transaction done through him" shall be added.

106. In Bye-law 195, after the word "comparing", the words "is over" shall be added.

240B. Disciplinary action shall be taken by the Board or the President or the Chairman of the Local Committee against members and brokers found trading in public streets or places."

129. After Bye-law 241, the following Bye-law shall be added, namely; "241A. The Board may, by a Resolution passed by it and concurred in by the Forward Markets Commission, make interim provision for meeting any situation in respect of which provision may not have been made in the bye-laws."

130. In Bye-law 243, after the words "the by-laws," the words "The Board is entitled to delegate to the President or the Local Committees such powers as it may deem necessary." shall be added.

131. In Bye-law 245, after the words "by the Board of Directors", the words "and subject to the concurrence of the Forward Markets Commission" shall be added.

132. In Bye-law 246, for the word "month", the words "two months" shall be substituted.

133. For Bye-law 252, the following Bye-law shall be substituted, namely; "252. Each Local Committee shall prescribe, subject to the approval of the Board, laga or cess. Until laga is so prescribed, the following shall be the laga payable:—

On every Hedge transaction of sale of Groundnut Oil—Rs. 0.02 per 100 tins, and

On every Hedge transaction of sale of Groundnut Kernels—Rs. 0.02 per 25 candies.

The lagas for other types of contracts shall be prescribed by the Board from time to time and shall be made effective as soon as they are notified on the Notice Boards of the Association and the Rings."

134. In Bye-law 253, after the words "every month", the words "or such other period as the Board may prescribe from time to time" shall be added.

135. Bye-law 253B. shall be omitted.

136. In Bye-law 253C., the words "or cess" shall be deleted.

137. After Bye-law 253C., the following Bye-law shall be added, namely; "253D. The Board on the recommendation of any Local Committee is authorised to levy for charity purposes cess which shall not exceed Rs. 0.02 per each sale transaction of 100 tins of Groundnut Oil or of 25 candies of Groundnut Kernels, subject to the approval of the Forward Markets Commission. Each Local Committee shall also decide the manner and method of distribution and/or utilisation and/or apportionment and/or proportion of distribution of the monies recovered as cess under this Bye-law for the ring concerned to disburse the monies.

253E. With a view to have simplicity and uniformity in work all members shall function in accordance with various forms for delivery orders, broker's slips, applications and other miscellaneous work as fixed by the Board. The office of the Association shall supply the above literature for such fee as may be fixed by the Board.

253F. (a) The members only will be entitled to refer to the records of the Association on a written application before the Secretary.

(b) No written sanction will be necessary for the members of the Board.

(c) In case any member desire the assistance of the records of the Association, the Board may, on receipt of the written application, allow the Secretary to produce the record before any court even without summons for that purpose.

253G. None shall be entitled to a copy of the Proceedings of the General Meeting or meeting of the Board or of the Local Committee but there shall be no bar for copy of the Resolution passed by any of these bodies.

253H. In case any member has to recover dues from any constituent of another member, the said member shall give an application to the Local Committee and thereupon the Board shall be entitled to cause the business of the said constituent stopped and the Local Committee shall compel the member to square up his outstanding business within a period of three days. The business of such constituent in any other name shall directly or indirectly not be permitted.

Further, the Local Committee shall be entitled to compel the member, with whom the said constituent was doing business to credit money to the member. However, it shall be upon for the constituent objecting to the dues of the member to give the details of his objections but he shall have, in that case, to agree to the decision of the Local Committee as a Panch.

The constituent's application shall be considered only subject to the above conditions."

138. At the heading of Chapter XXVII, for the words "AMENDMENT IN", the words "PROCEDURE FOR DEDUCTING" shall be substituted.

139. For Bye-law 254, the following Bye-law shall be substituted, namely; "254. The Board of Directors are authorised to and may, by a majority vote, alter, amend, vary, substitute, suspend and change these bye-laws, subject to the approval of the Central Government."

140. Bye-laws 255, 256, 257, 258, 259 and 260 shall be omitted.

141. In appendix, at the heading, for the words "CONTRACT FOR GROUNDNUT OIL", the words "TERMS OF CONTRACT FOR GROUNDNUT OIL" shall be substituted.

142. In clause 2(d) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the word "with", the word "having" shall be substituted.

143. In clause 4 of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the word "stations", the word "centres" shall be substituted and for the words "charges mentioned hereunder", the words "such expenses as may be fixed by the Board in Bye-law 119" shall be substituted.

144. In Clause 5 of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the word "his", the words "the seller's" shall be substituted.

145. In Clause 6(a) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", the words "The order shall be issued at the last clearing rate." shall be added.

146. Clause 6(c) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", shall be omitted.

147. In Clause 6(j) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", after the words "last day", the words "i.e. Vadi 8th" shall be added.

148. Clause 6(1) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", shall be omitted.

149. In Clause 7(b) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the word "otherwise", the words "but if they declare that the goods are not worthy of delivery according to the contract terms" shall be substituted.

150. In Appendix, for the words "CONTRACT FOR GROUNDNUT OIL", the words "TERMS OF CONTRACT FOR GROUNDNUT OIL" shall be substituted.

151. In Clause 11(a)(i) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the words "own cost", the words "the words" shall be substituted.

152. In Clause 11(a)(ii) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", for the words "e '9' ap", the words "ORDER", shall be substituted.

153. In Clause 11(a)(iii) of "TERMS OF CONTRACT FOR GROUNDNUT OIL", before the word "office", the words "concerned ring" and after the words and figures "Vadi 13th", the words "of the month of the Contract" shall be added.

154. For Clause 8(iii) of "TERMS OF CONTRACT FOR GROUNDNUT KERNELS", the following Clause shall be substituted, namely; "8(iii). The order so issued shall be circulated for a maximum period of 2 working days from party to party through the ring office concerned."

155. In Clause 8(viii) of "TERMS OF CONTRACT FOR GROUNDNUT KERNELS", for the words "baggings", the words "empty bags" shall be substituted, wherever they occur.

156. In Clause 8(x) of "TERMS OF CONTRACT FOR GROUNDNUT KERNELS", after the word "day", the words "as may be prescribed by the Board" shall be added.

157. In Clause 11(a)(i) of "TERMS OF CONTRACT FOR GROUNDNUT KERNELS", the words "or groundnuts coming out from the groundnut kernels" shall be deleted.

158. In Clause 11(a)(iii) of "TERMS OF CONTRACT FOR GROUNDNUT KERNELS", after the word "stone", the word "each" shall be added and the words "more than" shall be deleted.

159. In the form of Hedge Contracts (Between Member and Non-member), in item 5, for the word and figure "3 days", the word and figures "24 hours" shall be substituted."

N. G. VYAS
Secretary

The Saurashtra Oil and Oilseeds Association Ltd.
Raikot